

Form 210A (10/06)

United States Bankruptcy Court Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)
(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Name of Transferor

Deutsche Bank AG, London Branch

Deutsche Securities Inc.

Name and Address where notices to transferee should be sent:

Deutsche Bank AG, London Branch
Winchester House, 1 Great Winchester Street
London EC2N 2DB
Tel: +44 20 7547 2400
Fax: +44 113 336 2010
Attention: Michael Sutton
E-mail: Michael.sutton@db.com

Court Claim # (if known): 62783
Amount of Claim (transferred):

- (i) JPY 1,000,000,000.00 of ISIN XS0257593037 (plus all interest, costs and fees relating to this claim)
- (ii) JPY 1,000,000,000.00 of ISIN XS0303572217 (plus all interest, costs and fees relating to this claim)
- (iii) JPY 1,000,000,000.00 of ISIN XS0307009372 (plus all interest, costs and fees relating to this claim)
- (iv) JPY 1,000,000,000.00 of ISIN XS0368739495 (plus all interest, costs and fees relating to this claim)

Date Claim Filed: November 2 2009

Tel: N/A

Last Four Digits of Acct. #: N/A

Last Four Digits of Acct. #: N/A

Name and Address where transferee payments should be sent (if different from above):

Tel: +44 20 7547 2400
Last Four Digits of Acct #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:  

Date: 16 MAY 2012

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Ross Miller
Director

Philipp Roever
Vice President

PARTIAL Transfer of LBHI Claim # 62783
PROGRAM SECURITY

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Deutsche Securities, Inc.** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **Deutsche Bank AG, London Branch** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 hereto, in Seller's right, title and interest in and to Proof of Claim Number 62783 filed by or on behalf of any of Seller's predecessors-in-title (a copy of which is attached at Schedule 2 hereto) (the "**Proof of Claim**") as is specified in Schedule 1 hereto (the "**Purchased Portion**") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Portion and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; and (f) neither Seller nor any of its predecessors-in-title has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser

shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.



IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 14th day of May 2012.

DEUTSCHE SECURITIES, INC.

By: 
Name: KIRIK SHIMIZUSHI
Title: VICE PRESIDENT
By: 
Name: MAYURI TATEISHI
Title: DIRECTOR

Sanno Park Tower 2-11-1 Nagatacho
Chiyoda-ku, Tokyo
100-6171
JAPAN

DEUTSCHE BANK AG, LONDON BRANCH

By: 
Name: Ross Miller
Title: Director
By: 
Name: Philipp Roever
Title: Vice President

Winchester House
1, Great Winchester Street
London EC2N 2DB
ENGLAND
Attn: Michael Sutton

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Schedule 1

Transferred Claims

Purchased Portion

- 100% (including all interest, costs and fees relating thereto) of the claim that is referenced in line item number 309 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the first Purchased Security described below.
- 100% (including all interest, costs and fees relating thereto) of the claim that is referenced in line item number 261 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the second Purchased Security described below.
- 100% (including all interest, costs and fees relating thereto) of the claim that is referenced in line item number 254 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the third Purchased Security described below.
- 100% (including all interest, costs and fees relating thereto) of the claim that is referenced in line item number 9 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the fourth Purchased Security described below.


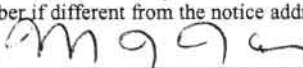
Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity
MTN4527	XS0257593037	6045499	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	JPY 1,000,000,000.00	6/20/2009
MTN7358	XS0303572217	6045549	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	JPY 1,000,000,000.00	6/21/2010
MTN7554	XS0307009372	6045557	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	JPY 1,000,000,000.00	9/21/2010
MTN10882	XS0368739495	6045820	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	JPY 1,000,000,000.00	6/20/2011

Schedule 2

Copy of Proof of Claim 62783

Confidential\Schedule 1-I

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000062783 	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Lehman Brothers International (Europe) (in administration) 25 Bank Street London E14 5LE United Kingdom Attn: Steven Anthony Pearson See attached for additional contact information		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Telephone number: see attached Email Address: see attached Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: _____ Email Address: _____			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ <u>see attached</u> (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <u>see attached</u> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>see attached</u> (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>97816 EUROCLEAR</u> (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY <div style="border: 2px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> FILED / RECEIVED NOV 02 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC </div>	
Date: 10/29/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Administrator (acting as agent and without personal liability)		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

MICHAEL JOHN ANDREW JERVUS
Administrator (acting as agent and without personal liability)

**ATTACHMENT TO LEHMAN PROGRAMS SECURITIES CLAIM
OF LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION)**

1. Lehman Brothers International (Europe) (in administration) (including all of its international branches, "**LBIE**"), acting through one of Steven Anthony Pearson, Michael John Andrew Jervis, Dan Yoram Schwarzmann or Anthony Victor Lomas (together, the "**Administrators**" and each an "**Administrator**") as agents for LBIE and without personal liability, hereby files this Lehman Programs Securities (as defined in the Bar Date Order dated July 2, 2009, "**LPS**") omnibus claim (the "**LPS Omnibus Claim**") against Lehman Brothers Holdings Inc. ("**LBHI**" and, together with its direct and indirect subsidiaries, the "**Lehman Group**"), case number 08-13555 (JMP) (the "**Bankruptcy Proceeding**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"). LBIE files this LPS Omnibus Claim in connection with the LPS bar date for the purpose of preserving the rights of its clients (which term, for the avoidance of doubt, means in this LPS Omnibus Claim, LBIE's own clients and the clients of LBIE's affiliates) on whose behalf this LPS Omnibus Claim is made under title 11 of the United States Code (the "**Bankruptcy Code**"). This LPS Omnibus Claim, including, without limitation, each of the values identified herein and in any supporting workpapers attached hereto, has been calculated to the best of the Administrators' knowledge in reliance on LBIE's books and records as of the date of this filing and as qualified in every respect as set forth in greater detail herein. LBIE reserves the right to supplement, amend or correct the claim population and each claim value or value placeholder reported in this LPS Omnibus Claim.

I. BACKGROUND

2. LBIE (an unlimited company incorporated in England and Wales with registered number 02538254) was the principal trading company of the Lehman Group in Europe. LBIE's business involved the global provision of a wide range of financial services and products, including trading and broking, equity and fixed income instruments and financial derivatives on behalf of its clients and itself. LBHI was the parent holding company in the United States of the Lehman Group, which provided a wide array of financial services in equity and fixed income sales, trading and research, investment banking, asset management, private investment management and private equity. LBHI and LBIE functioned as part of an integrated, international financial group whose businesses were closely intertwined.

3. On September 15, 2008, LBIE was placed into administration by order of the High Court of England and Wales (the "**Administration Date**"). On the same date, LBHI filed for bankruptcy protection in the Bankruptcy Court pursuant to chapter 11 of the Bankruptcy Code (the "**Filing Date**").

II. DESCRIPTION OF LPS OMNIBUS CLAIM

4. LBIE asserts and reserves the rights of its clients, whose holdings are identified in the supporting workpapers attached hereto, under the Bankruptcy Code, and other applicable law, with respect to their claims, whether or not such clients have independently filed a claim on their own behalf in the Bankruptcy Proceeding. LBIE has identified the LPS holdings reflected in the attached schedule (the "**LPS Holdings**") by comparing its own books and records against the LPS list dated July 17, 2009 (as amended on September 23, 2009) provided by LBHI on its website (the "**LPS List**"). LBIE has custody of the LPS Holdings, each of which are guaranteed by LBHI. LBIE holds the LPS Holdings for its clients and/or for clients of its affiliates. LBIE estimates that the aggregate amount owing by LBHI to LBIE's clients in connection with Account Number 97816 at EUROCLEAR, subject in

all respects to the reservation of rights and the further discussion as set forth herein, is not less than USD 2,084,741,055 (the "**Valuation**") as displayed in the schedule attached hereto.

5. With respect to bonds, the Valuation has been calculated as the nominal position multiplied by a factor of one multiplied by accrued interest where applicable and then converted to a USD equivalent using the appropriate exchange rate from Lehman Group systems as at September 15, 2008. Where applicable and/or where possible, the accrued interest has been calculated from the last coupon payment date to September 15, 2008, but due to limited access to the requisite Lehman Group systems post-September 15, 2008, such calculations have been based on alternative sources of information, which are still in the process of being validated.

III. RESERVATION OF RIGHTS

6. The relationship between LBIE and other members of the Lehman Group, including LBHI, was extremely complex. The relationship became more complex upon and after the Administration Date because, among other reasons, the regular maintenance and functioning of the IT systems and resources on which LBIE relied to monitor and record its security and custody positions effectively ceased on the Administration Date. Further, due to the global separation of the Lehman Group since September 15, 2008, there are differences between the internal data platforms and IT systems that various members of the Lehman Group, including LBHI, may continue to use versus the IT systems and resources that LBIE may continue to use. These practical complexities, together with difficulties surrounding the evaluation and interpretation of the underlying contractual documentation and electronic records of the LPS Omnibus Claim, require substantial resources and expertise to analyze and overcome. This lack of access to full books and records, all systems, and requisite personnel impacts LBIE and other members of the Lehman Group alike.

7. This LPS Omnibus Claim is necessarily being filed in reliance on the Administrators' best understanding of LBIE's books and records as of the date of this filing. The Administrators have only had access to LBIE's books and records since the Administration Date. LBIE reserves all rights to update, revise and supplement the data supporting this LPS Omnibus Claim, including with respect to, but not limited to, the valuation of securities as described herein, as LBIE continues to reconcile its books and records with LBHI and other members of the Lehman Group as applicable. LBIE's clients do not waive any right to amounts due for the LPS Omnibus Claim asserted herein by not stating a specific amount due for any such claims at this time.

8. This LPS Omnibus Claim has been made for and on behalf of LBIE's clients. To the extent that new or better information becomes available which indicates that one, some or all of the LPS Holdings are in fact held by LBIE for itself, LBIE reserves all of its rights with respect to such LPS Holdings, and will amend the relevant LPS Claim(s) filed by LBIE and/or this LPS Omnibus Claim accordingly.

9. Valuations have been performed using the best data reasonably available in the period before the Bar Date. Valuations are subject to change should more or better data become available with respect to the following non-exhaustive list of valuation components: (i) despite best efforts to ascertain the complete set of depot settlement data with respect to failed and pending trades, such data is unavailable to LBIE as certain of such data is in the control of other custodians, some of which may confront the same systems and personnel problems that LBIE currently faces; (ii) corporate actions and events and coupons payable data prior to September 15, 2008 are not included due to the need to correct underlying system data before calculating their impact; (iii) LBIE's access to and visibility of information pertaining to the movement of securities post-September 12, 2008 has been

substantially hindered if not terminated completely; (iv) certain pricing factors, including but not limited to inflation indices and multi-currency bonds; (v) with respect to warrant securities that were difficult to value, LBIE has not yet ascribed a value to each such warrant security for the purpose of estimating the amount of the claim in relation thereto; (vi) with respect to securities that have embedded derivatives that effect the principal payout, LBIE is not currently able to compute the impact of the default of the issuer of the security given the complexity and burdensome nature of such exercise; and (vii) other variables.

10. Moreover, except as otherwise noted herein or in the exhibits hereto, the securities positions reflect depot positions per LBIE's records as of September 12, 2008. LBIE explicitly reserves its right to supplement, amend or revise the LPS Omnibus Claim to reflect valuations as more information becomes available.

11. Populations of LPS have been reflected in the attached schedule using the best data reasonably available in the period before the Bar Date. Populations are subject to change should more or better data become available with respect to the following non-exhaustive list of factors affecting populations: (i) certain custodian information about transactions is unavailable to LBIE as well as other members of the Lehman Group; (ii) the process of reconciliation with LBHI, other members of the Lehman Group, other custodians, street-side counterparties, and clients is still ongoing and may result in additions to or decreases from the populations of LPS, which may include certain positions about which LBIE has received queries from certain affiliates, but with respect to which no reconciliation has yet been completed; (iii) trades were mis-booked during the pre-administration period and can only be identified and rectified after intensive manual investigation; and (iv) other factors.

12. LBHI is the guarantor of all LPS, and it is LBHI's books and records that would reflect any and all offerings of foreign Lehman paper that should have been included in the LPS List. LBIE is not in a position to ensure that the LPS List is complete. While LBIE reviewed its books and records for any LPS-qualifying securities that it purchased or holds, and made additions to the LPS List before it was finalized by LBHI, as discussed throughout this LPS Omnibus Claim, LBIE's access to all systems and records is limited. Accordingly, LBIE reserves all rights of its clients to, among other things, supplement this LPS Omnibus Claim should new LPS-qualifying securities not included in the LPS List be discovered after the date of this filing.

13. The claims not denominated in USD have been converted to USD for the purpose of this submission. In general, LBIE has relied on exchange rates taken from Lehman Group systems as at September 15, 2008. Ultimately, LBIE reserves its clients' rights as to the appropriate foreign exchange rates upon which to base any of its clients' claims.

14. LBIE hereby asserts on behalf of its clients a claim for interest and other costs including but not limited to attorneys' fees and/or other professional fees on the constituent parts of the LPS Omnibus Claim where appropriate and expressly reserves the right to amend the LPS Omnibus Claim accordingly.

15. As per the Bar Date Order dated July 2, 2009, LBIE has not attached any documentation supporting the LPS Omnibus Claim other than the attached schedule. LBIE will use its reasonable efforts to make relevant contracts, agreements and other information pertinent to the LPS Omnibus Claim available upon reasonable request by LBHI in a manner and time to be agreed by the parties.

16. To the extent that any portion of the LPS Omnibus Claim is entitled to administrative priority status under section 507 of the Bankruptcy Code, LBIE claims such priority status to the maximum amount allowed by law on behalf of its clients. The filing of this LPS Omnibus Claim shall in no way be deemed a waiver of LBIE's right to assert on behalf of its clients that any or all of the amounts owed to LBIE's clients by LBHI are entitled to administrative priority status.

17. LBIE's clients reserve the right to assert any basis for recovery of cash, securities or other assets from LBHI under any legal or equitable theory including, without limitation, indemnification, breach of fiduciary duty, unjust enrichment, conversion, constructive trust, return of property otherwise not properly within LBHI's bankruptcy estate, treatment in accordance with the regulations of the Financial Services Authority or other potentially applicable US or non-US laws and regulation or other priority treatment with respect to each of the claims asserted herein.

18. LBIE does not waive any right or rights of action that LBIE's clients have or may have against LBHI's estate or any other entity. LBIE reserves any and all rights its clients have or may have with respect to any other agreements that may exist between LBIE's clients and LBHI, including without limitation, any rights of setoff, recoupment or netting. Nothing herein shall be deemed a waiver by LBIE's clients of any of their rights and remedies in connection with such agreements.

19. By filing this LPS Omnibus Claim, LBIE does not submit itself or its clients to the jurisdiction of the Bankruptcy Court or any other U.S. court or tribunal for any purpose other than with respect to this LPS Omnibus Claim. Where U.S. jurisdiction does exist with respect to this LPS Omnibus Claim, LBIE does not waive or release its rights to, on behalf of its clients, (i) withdraw the reference or (ii) a jury trial with respect to the subject matter of this LPS Omnibus Claim, any objection thereto or other proceeding that may be commenced in this case against or otherwise involving LBIE. By filing this LPS Omnibus Claim, neither LBIE nor its clients waive any of their rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether another affiliate of LBHI, or an assignee, separate guarantor or otherwise. LBIE and its clients reserve all rights to assert (i) any claim, defense, offset or other right against any party, including but not limited to LBHI or any of its affiliated debtors or non-debtors, in a foreign jurisdiction, including but not limited to claims based on U.S. and U.K. or other foreign law, and (ii) any claims, defenses, offsets or other rights available to them under U.S. or any other jurisdiction's law in the event LBHI asserts counterclaims or affirmative claims against LBIE or its clients in the Bankruptcy Court. Furthermore, LBIE asserts that any counterclaim or affirmative claim by LBHI against LBIE or its clients must be asserted in its applicable foreign proceeding, whether in the U.K. or in another foreign jurisdiction, and LBIE and its clients reserve the right to assert therein any claim, defense, offset or other right that may be asserted in such U.K. or other foreign proceeding. LBIE and its clients further reserve all rights to assert that, under principles of equity or comity or otherwise, a court other than the Bankruptcy Court would be the appropriate forum in which to hear and decide any matter in connection with this LPS Omnibus Claim.

20. This LPS Omnibus Claim is not intended to be and shall not be construed as (a) an election of remedies; (b) a waiver of any defaults; or (c) a waiver or limitation of any rights, remedies, claims or interests of LBIE and/or LBIE's clients.

21. LBIE reserves the right to replace, amend or supplement this LPS Omnibus Claim at any time and in any respect, including, without limitation, for the purpose of (a) setting forth or changing the basis of the claims described herein and (b) providing further description or evidence of such claims.

In the event that any order of the Bankruptcy Court is entered into which effects: (i) a recharacterization or subordination of claims, including without limitation, this LPS Omnibus Claim; (ii) substantive consolidation of some or all of the LBHI affiliated debtors with any of their affiliates; or (iii) any other similar remedy, the rights of LBIE to file additional proofs of claim or amended proofs of claim against LBHI or any of its affiliates on behalf of LBIE's clients is specifically reserved. This LPS Omnibus Claim is submitted without prejudice to any of LBIE's rights or those of its clients in all respects.

22. The Administrators have signed this LPS Omnibus Claim as agents for and on behalf of LBIE and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of, or in relation to, this LPS Omnibus Claim. The exclusion of liability set out in this paragraph shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract.

IV. NOTICES

23. Notices regarding this LPS Omnibus Claim should be sent to

Lehman Brothers International (Europe) (in administration)
25 Bank Street
London
E14 5LE
United Kingdom
Attn: Steven Anthony Pearson as Joint Administrator of Lehman Brothers International (Europe)

and

PricewaterhouseCoopers LLP
Plumtree Court
London
EC4A 4HT
United Kingdom
Attn: Steven Anthony Pearson

with a copy to:

Linklaters LLP
1345 Avenue of the Americas
New York, NY 10105
Attn: Titia Holtz
Kiah Beverly-Graham
Phone: (212) 903-9000

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International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XS0321060912	6045607		97816 Floating	300,000,000 JPY	JPY	300,000,000	0.0095	2,844,056	-
6045608			97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
6045609			97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
XS0320102095	6045609		97816 ZCB	160,000,000 JPY	JPY	160,000,000	0.0095	1,516,963	-
6045604			97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
XS0319633732	6045605		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
6045605			97816 ZCB	300,000,000 JPY	JPY	300,000,000	0.0095	2,844,056	-
XS0319633732	6045607		97816 Floating	3,570,000 USD	USD	3,570,000	1.0000	3,570,000	-
6045607			97816 Floating	4,390,000 USD	USD	4,390,000	1.0000	4,390,000	-
XS0319545654	6045608		97816 Floating	710,000,000 JPY	JPY	710,463,056	0.0095	6,745,081	Yes
6045608			97816 Floating	200,000,000 JPY	JPY	200,000,000	0.0095	1,898,704	-
XS0318580656	6045609		97816 Floating	500,000,000 JPY	JPY	500,555,556	0.0095	4,752,035	Yes
6045609			97816 Floating	100,000,000 JPY	JPY	100,466,487	0.0095	853,782	Yes
XS0318580656	6045609		97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0095	853,782	-
6045609			97816 Floating	1,000,000,000 JPY	JPY	1,000,000,000	0.8063	806,250	-
XS0318580656	6045609		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
6045609			97816 Floating	220,000,000 JPY	JPY	220,000,000	0.0095	2,006,575	-
XS0318580656	6045609		97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0095	948,352	-
6045609			97816 Floating	1,000,000,000 JPY	JPY	1,000,000,000	0.0095	9,403,521	-
XS0318580656	6045609		97816 Floating	1,100,000,000 JPY	JPY	1,100,000,000	0.8063	886,875	-
6045609			97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
XS0318580656	6045609		97816 Floating	3,040,000 USD	USD	3,040,000	1.0000	3,040,000	-
6045609			97816 ZCB	4,500,000 USD	USD	4,500,000	1.0000	4,500,000	-
XS0318580656	6045609		97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0095	948,352	Yes
6045609			97816 Floating	3,900,000 USD	USD	3,900,000	1.0000	3,900,000	-
XS0318580656	6045609		97816 Floating	3,900,000 USD	USD	3,900,000	1.0000	3,900,000	-
6045609			97816 Floating	150,000,000 JPY	JPY	153,875,000	0.0095	1,460,815	Yes
XS0318580656	6045609		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
6045609			97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
XS0318580656	6045609		97816 Floating	110,000,000 JPY	JPY	110,000,000	0.0095	1,044,287	Yes
6045609			97816 Floating	51,882,600 JPY	JPY	51,882,600	0.0095	486,468	-
XS0318580656	6045609		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
6045609			97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0095	948,352	-
XS0318580656	6045609		97816 Floating	2,750,000 USD	USD	2,750,000	1.0000	2,750,000	-
6045609			97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0095	948,352	-
XS0318580656	6045609		97816 Floating	483,515,356 JPY	JPY	483,515,356	0.0095	4,324,446	Yes
6045609			97816 Floating	1,180,000 USD	USD	1,180,000	1.0000	1,180,000	-
XS0318580656	6045609		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
6045609			97816 ZCB	2,570,000 USD	USD	2,570,000	1.0000	2,570,000	-
XS0318580656	6045609		97816 Floating	312,000,000 JPY	JPY	312,000,000	0.0095	2,867,875	Yes
6045609			97816 Floating	300,000,000 JPY	JPY	300,000,000	0.0095	2,867,875	-
XS0318580656	6045609		97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0095	948,352	-
6045609			97816 Floating	308,715,000 JPY	JPY	308,715,000	0.0095	2,930,792	Yes
XS0318580656	6045609		97816 Floating	1,740,000 USD	USD	1,740,000	1.0000	1,740,000	-
6045609			97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
XS0318580656	6045609		97816 Floating	130,000,000 JPY	JPY	131,254,834	0.0095	1,246,070	Yes
6045609			97816 Floating	1,000,000,000 JPY	JPY	1,000,000,000	0.0095	9,403,521	-
XS0318580656	6045609		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
6045609			97816 Floating	200,000,000 JPY	JPY	200,000,000	0.0095	1,898,704	Yes
XS0318580656	6045609		97816 Floating	50,000,000 JPY	JPY	50,000,000	0.0095	459,321	-
6045609			97816 Floating	180,000,000 JPY	JPY	180,000,000	0.0095	1,706,634	-
XS0318580656	6045609		97816 Floating	50,000,000 JPY	JPY	50,000,000	0.0095	459,321	-
6045609			97816 ZCB	50,582,000 JPY	JPY	50,582,000	0.8063	40,806	-
XS0318580656	6045609		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
6045609			97816 Floating	1,000,000,000 JPY	JPY	1,000,000,000	0.0095	9,403,521	-
XS0318580656	6045609		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
6045609			97816 Floating	50,000,000 JPY	JPY	50,000,000	0.0095	459,321	-
XS0318580656	6045609		97816 Floating	320,000,000 JPY	JPY	320,000,000	0.0095	2,930,792	Yes
6045609			97816 Floating	200,000,000 JPY	JPY	200,000,000	0.0095	1,898,704	-
XS0318580656	6045609		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
6045609			97816 ZCB	8,000,000 AUD	AUD	8,000,000	0.8063	6,450,000	-
XS0318580656	6045609		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
6045609			97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
XS0318580656	6045609		97816 Floating	500,000,000 JPY	JPY	500,000,000	0.0095	4,746,760	-
6045609			97816 Floating	500,000,000 JPY	JPY	500,000,000	0.0095	4,746,760	-
XS0318580656	6045609		97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
6045609			97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
XS0318580656	6045609		97816 Floating	200,000,000 JPY	JPY	200,000,000	0.0095	1,898,704	-
6045609			97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
XS0318580656	6045609		97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
6045609			97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-

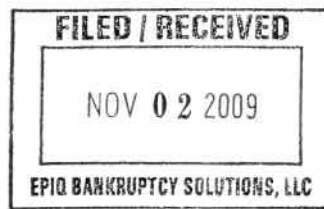
International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
X50295081107	6045530	97816	Fixed	173,000,000 JPY	JPY	173,000,000	0.0092	1,678,485	Yes
X5029508231	6045531	97816	Fixed	100,000,000 JPY	JPY	100,000,000	0.0092	974,273	Yes
X50295084432	6045522	97816	ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
X50295084653	6045524	97816	Fixed	100,000,000 JPY	JPY	100,000,000	0.0092	949,352	Yes
X50295084770	6045528	97816	Fixed	123,000,000 JPY	JPY	123,000,000	0.0092	1,170,614	Yes
X50295084812	6045526	97816	Fixed	50,000,000 JPY	JPY	50,000,000	0.0092	482,819	Yes
X50295084864	6045525	97816	Fixed	500,000,000 JPY	JPY	500,000,000	0.0092	4,795,217	Yes
X50295084947	6045521	97816	Fixed	100,000,000 JPY	JPY	100,000,000	0.0092	949,352	-
X50295084948	6045523	97816	Fixed	90,000,000 JPY	JPY	90,000,000	0.0092	854,417	-
X50295084949	6045517	97816	Fixed	50,000,000 JPY	JPY	50,000,000	0.0092	474,678	-
X50295084950	6045520	97816	Fixed	300,000,000 JPY	JPY	300,000,000	0.0092	3,214,031	Yes
X50295084951	6045516	97816	Fixed	3,000,000 USD	USD	3,000,000	1.0000	3,000,000	-
X50295084952	6045519	97816	Fixed	410,000,000 JPY	JPY	410,000,000	0.0092	3,892,343	-
X50295084953	6045518	97816	Fixed	100,000,000 JPY	JPY	100,000,000	0.0092	877,411	Yes
X50295084954	6045515	97816	Fixed	100,000,000 JPY	JPY	100,000,000	0.0092	949,352	-
X50295084955	6045513	97816	Fixed	50,000,000 JPY	JPY	50,000,000	0.0092	481,321	Yes
X50295084956	6045510	97816	ZCB	300,000 EUR	EUR	300,000	1.5184	425,520	-
X50295084957	6045512	97816	Fixed	1,000,000,000 JPY	JPY	1,000,000,000	0.0092	9,493,521	-
X50295084958	6045514	97816	ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	-
X50295084959	6045508	97816	Fixed	100,000,000 JPY	JPY	100,000,000	0.0092	1,004,375	Yes
X50295084960	6045507	97816	Fixed	200,000,000 JPY	JPY	200,000,000	0.0092	1,898,704	-
X50295084961	6045506	97816	Fixed	100,000,000 JPY	JPY	100,000,000	0.0092	949,352	-
X50295084962	6045505	97816	Fixed	100,000,000 JPY	JPY	100,000,000	0.0092	962,722	Yes
X50295084963	6045504	97816	Fixed	50,000,000 JPY	JPY	50,000,000	0.0092	475,488	Yes
X50295084964	6045496	97816	ZCB	5,000,000 AUD	AUD	5,000,000	0.8063	4,031,250	-
X50295084965	6045493	97816	ZCB	18,500,000 EUR	EUR	18,500,000	1.5184	23,403,600	-
X50295084966	6045491	97816	ZCB	5,000,000 AUD	AUD	5,000,000	0.8063	4,031,250	-
X50295084967	6045490	97816	ZCB	5,000,000 AUD	AUD	5,000,000	0.8063	4,031,250	-
X50295084968	6045489	97816	Fixed	5,000,000 AUD	AUD	5,000,000	0.8063	4,031,250	-
X50295084969	6045488	97816	Fixed	10,000,000 USD	USD	10,000,000	1.0000	10,000,000	-
X50295084970	6045487	97816	Fixed	1,000,000,000 JPY	JPY	1,000,000,000	0.0092	9,493,521	-
X50295084971	6045486	97816	Fixed	10,000,000 USD	USD	10,000,000	1.0000	10,000,000	-
X50295084972	6045485	97816	Fixed	10,000,000 USD	USD	10,000,000	1.0000	10,000,000	-
X50295084973	6045484	97816	Fixed	3,000,000 USD	USD	3,000,000	1.0000	3,000,000	-
X50295084974	6045483	97816	Fixed	9,500,000 EUR	EUR	9,500,000	1.5184	13,474,600	-
X50295084975	6045482	97816	Fixed	553,433 USD	USD	553,433	1.0000	553,433	Yes
X50295084976	6045481	97816	Fixed	100,000,000 JPY	JPY	100,000,000	0.0092	969,241	Yes
X50295084977	6045480	97816	Fixed	3,200,000 EUR	EUR	3,200,000	1.5184	4,538,860	-
X50295084978	6045479	97816	Fixed	1,000,000 USD	USD	1,000,000	1.0000	1,000,000	-
X50295084979	6045478	97816	Fixed	6,400,000 USD	USD	6,400,000	1.0000	6,400,000	-
X50295084980	6045477	97816	Fixed	4,260,000 EUR	EUR	4,260,000	1.5184	6,462,384	-
X50295084981	6045476	97816	Fixed	500,000,000 JPY	JPY	500,000,000	0.0092	4,746,760	-
X50295084982	6045475	97816	ZCB	500,000,000 JPY	JPY	500,000,000	0.0092	4,746,760	-
Grand Total									2,084,741,055

Where possible, accrued interest has been calculated for Fixed and Floating Rate Notes. In some instances this has not been possible due to lack of information at the time of submission. LBIE reserves all rights with respect to all valuations including as to accrued interest.

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